

ORIGINAL OWNER'S RESYSTA PRODUCT LIMITED WARRANTY



June 2024

Resysta North America, Inc. (Resysta), warrants to named property owner of the building or property who is the original purchaser of Resysta products, (the "Original Owner") that these products will be free from defects in materials and manufacturing workmanship for 25 years as stated below. Resysta warrants the products shall be free from defects in workmanship and materials that (1) occur as a direct result of the manufacturing process, (2) occur during the warranty period and (3) have structural damage or fungal decay. If any product is determined by Resysta to be defective, Resysta will, at its sole option, repair or replace the product or refund the purchase price in accordance with the claims and provisions set forth below. The warranty on the repair or replacement will be limited to the unexpired term of the original warranty.

This warranty is made exclusively to Original Owner. Limited warranty periods are as follows:

Products purchased for commercial use or single family dwellings or condos, cooperative housing associations, or apartment buildings that are less than five stories in height, whose sole use is as a dwelling, and do not require National Fire Protection Agency (NFPA) 285 compliance - 25 years from the start date of the original installation of the warranted products.

RESYSTA WARRANTY ONLY APPLIES ON MATERIAL AND NOT FINISH! FOR THE FINISH WARRANTY PLEASE READ THE FINISH WARRANTY!

Notwithstanding the forgoing, any Gold Decking product shall only be warranted for residential applications, not commercial applications.

Resysta does not warrant against, is not responsible for, and no implied warranty shall be deemed to cover any condition attributable to: (1) improper installation of Resysta products and/or failure to abide by Resysta's installation guidelines, including but not limited to improper gapping; (2) use of Resysta products beyond normal commercial use, or in an application not recommended by Resysta's guidelines and local building codes; (3) movement distortion, collapse or settling of the ground or the supporting structure on which Resysta products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere, which will cause any colored surface to gradually fade, flake, chalk or accumulate dirt or stains); (5) variations or changes in color of Resysta products; (6) improper handling, storage, abuse or neglect of Resysta products; (7) Distortion or melting of the profiles due to external heat sources, including but not limited to, barbecue grills, fires or as a result of reflection from windows, doors, or other objects; or (8) ordinary wear and tear. No person or entity is authorized by Resysta to make, and Resysta shall not be bound by any statement or representation, as to the quality or performance of Resysta products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Resysta and purchaser.



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LIMITATION OF LIABILITY

THE LIABILITY OF RESYSTA, IF ANY, AND ORIGINAL OWNER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL RESYSTA BE LIABLE TO ORIGINAL OWNER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR FOR ANY OTHER REASON WHATSOEVER.

REGISTRATION OF WARRANTY

This warranty shall be valid only if, and after, registration is completed online at [Resystausa.com](https://resystausa.com) in the Resysta Owner section by the original purchaser within 45 days after completion of installation of the products.

This notice should include your name and address, the starting date of the original installation of the products, a copy of your original invoice or bill of sale confirming that the products were manufactured by Resysta, and photographs of the claimed defective products is helpful. Resysta must have a reasonable

opportunity to inspect the product before repairs are begun. If your product contains manufacturing defects covered by this warranty, Resysta will, at its option, repair or replace the defective product, at a cost not to exceed the original purchase price of the product or refund the original purchase price of the defective product. The warranty period shall not be extended by any such repair, replacement, or refund settlements. Resysta will not be liable for labor charges or other costs or expenses in connection with the repair, removal or installation of the original or replacement product. In the event Resysta agrees to replace the defective project, you must (1) remove the defective product at your sole expense; (2) place the defective material on the driveway or other readily accessible location at the building or property; (3) allow access to the property or building to Resysta or any person or entity designated by Resysta for purpose of picking up and removing the defective property from the premises of the building property. Resysta may direct and pay a company, dealer, contractor, applicator or distributor to perform any dealer, contractor, applicator or distributor to perform any remedy under this warranty on Resysta's behalf. Resysta will make a reasonable effort to complete all repair or replacement work within 180 days after notice is received unless adverse weather conditions prevent repair or replacement from being completed within that period.

CLAIMS AND REMEDIES

IMPORTANT: ALL CLAIMS UNDER THIS WARRANTY MUST BE REPORTED TO RESYSTA IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT THE DEFECT IS FIRST DISCOVERED OR REASONABLY COULD HAVE BEEN DISCOVERED. If you feel that your Resysta product is defective, send your written notice to Resysta at this address:

Resysta North America, Inc.
Attn: Customer Service
14344 SW 142 Avenue, Miami, Florida, 33186
Office: (909) 590-0121
E-mail: info@resystausa.com